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**FEDERAL DEPOSIT INSURANCE CORPORATION**

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Insurance Corporation as Receiver

for Washington Mutual Bank

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION**

FEDERAL DEPOSIT INSURANCE  
CORPORATION AS RECEIVER  
FOR WASHINGTON MUTUAL  
BANK,

Plaintiff,

vs.

FREEDOM MORTGAGE  
CORPORATION,  
Defendant.

Case No. 8:23-cv-01359-FWS-KES

**STIPULATED PROTECTIVE ORDER**

[Discovery Document: Referred to  
Magistrate Judge Karen E. Scott]

1 Plaintiff Federal Deposit Insurance Corporation as Receiver (“FDIC-R”) for  
2 Washington Mutual Bank (“WaMu”) and Defendant Freedom Mortgage Corporation  
3 (“Freedom”) (together, “the Parties”) have agreed to the terms of this Order;  
4 accordingly, it is ORDERED:

5 **1. Scope.** All materials produced or adduced in the course of discovery,  
6 including initial disclosures, responses to discovery requests, deposition testimony  
7 and exhibits, and information derived directly therefrom (hereinafter collectively the  
8 specific “documents”), shall be subject to this Order concerning Confidential Material  
9 as defined below. The protections conferred by this Order cover not only Confidential  
10 Material (as defined below) but also (1) any information copied or extracted from  
11 Confidential Material; (2) all copies, excerpts, summaries, or compilations of  
12 Confidential Material; and (3) any testimony, conversations, or presentations by  
13 parties, third parties or their respective counsel that might reveal Confidential  
14 Material. This Order is subject, as applicable, to the Local Rules of this District, and  
15 the Federal Rules of Civil Procedure on matters of procedure and calculation of time  
16 periods.

17 **2. Definition of Confidential Material.** For purposes of this Protective  
18 Order, “Confidential Material” shall mean certain documents, records, and  
19 information, including electronically composed or stored information in written,  
20 electronic, digital, or any other medium provided in Federal Rule of Civil Procedure  
21 34(a)(1)(A) (hereinafter “Information”), provided by any Party or non-party pursuant  
22 to this Protective Order. Confidential Material includes, but is not limited to, the  
23 following:

24 **(a) Regulatory:** Confidential Material related in any way to the  
25 regulation or supervision of WaMu, in whatever form, whether preliminary or  
26 final, including reports of examination or inspection, regulatory  
27 correspondence, reports, orders, memoranda, or agreements by, from or with  
28 the Federal Deposit Insurance Corporation (“FDIC”) in its corporate capacity,

1 the Comptroller of the Currency, the Office of Thrift Supervision, or any other  
2 federal or state regulatory authority, and any Information containing  
3 confidential material obtained from any documents and records related to the  
4 supervision or regulation of WaMu. The Parties understand and agree that the  
5 release of such regulatory Information may require approval from independent  
6 government agencies, and that no regulatory Information, however obtained,  
7 will be disclosed to non-parties not covered by this Protective Order.

8 **(b) Statutory:** Confidential Material includes Information that is  
9 confidential pursuant to the Freedom of Information Act, 5 U.S.C. § 552, 12  
10 C.F.R. Part 309, 12 C.F.R. § 21.11 or any other applicable federal or state laws,  
11 including consumer nonpublic personal information (“Non-Party Borrower  
12 Information”) as defined by the Gramm-Leach-Bliley Act, 15 U.S.C. § 6802,  
13 et seq. and its implementing regulations.

14 **(c) Bank and Bank Customers:** Confidential Material related to  
15 WaMu, its employees (i.e., personnel or employment records), its customers,  
16 any trading company involved in placing orders for commodities futures or  
17 options, or any other entity, including Automated Clearing House items or  
18 transactions, chargebacks, merchant processing, bank account information,  
19 signature cards, bank statements, general ledger entries, deposit or reserve  
20 information, commodity trading statements, loans and lending transactions,  
21 loan applications, financial statements and credit reports, business and personal  
22 state and federal income tax forms, correspondence, and related loan  
23 documentation relating to any extension of credit or loan to any borrower.  
24 Examples of “Confidential Material,” without limitation, include documents  
25 containing a customer’s account number, credit card number, personal  
26 identification number, account balance, Information relating to a deposit  
27 account, loan, or borrower relationship and loan application materials, and  
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1 documents or Information that contain the customer's name, address, social  
2 security number, date of birth or other similar identifying Information.

3 **(d) Receivership:** Confidential Material related to the receivership of  
4 WaMu, including any Information on loss or estimates of such loss on WaMu's  
5 assets not publicly available. Notwithstanding the provisions of paragraph  
6 5(b)(1)-(9) below, no such Confidential Material shall be disclosed to any  
7 person or entity known to have any current or prospective interest in such  
8 assets, regardless of whether that person or entity is a defendant or non-party  
9 that would otherwise be allowed access to Information under the terms of this  
10 Protective Order. This subparagraph (d), however, does not prevent such  
11 Confidential Material—to the extent same may be produced—from being  
12 shared with Party experts or others listed in paragraphs 5(b)(1)-(9).

13 **(e) Non-Parties:** Confidential Material produced by independent  
14 contractors, outside accountants or auditors (other than Defendant), or other  
15 entities or individuals who performed work for WaMu.

16 **(f) Trade Secrets and Other Information:** Confidential Material that  
17 reveals trade secrets or research, technical, commercial, or financial  
18 Information that the Party or non-party has maintained as confidential.

19 **(g) Personally Identifiable Information (PII):** Confidential Material  
20 that contains PII as defined in the Freedom of Information Act, the Privacy Act,  
21 the Bank Secrecy Act, and Gramm-Leach-Bliley Act.

22 **(h) Miscellaneous:**

23 1. Confidential Material that is of a personal or intimate nature  
24 regarding any individual that could cause harm to the reputation of or  
25 embarrassment to the individual.

26 2. Confidential Material that contains Information as to which a  
27 Party owes a contractual duty of confidentiality to another person or entity.  
28

1                               3. Confidential Material permitted to be designated as such under  
2           Federal Rule of Civil Procedure 26 (c).

3 If any Party or non-party believes that Information not described above should  
4 nevertheless be considered as Confidential Material, it may seek a stipulation among  
5 the Parties to treat such Information as Confidential Material or it may make an  
6 appropriate application to the Court. Such application shall only be granted for good  
7 cause shown. Information that is available to the public or generally known in the  
8 industry of the producing Party or non-party may not be designated as Confidential  
9 Material. Notwithstanding the foregoing paragraphs (a) through (g), no Party is  
10 estopped or in any way prevented from later challenging the confidentiality  
11 designation of any Confidential Material.

12           **3. Confidential Designation and Treatment of Confidential Material.**

13 Confidential Material provided by any Party or non-party pursuant to this Protective  
14 Order that is deemed and denominated by any Party or producing non-party as  
15 “Confidential” pursuant to this Protective Order shall be deemed to be Confidential  
16 Material, unless and until that designation is challenged pursuant to paragraph 9  
17 below. Confidential Material may be designated as such by affixing to the material  
18 the legend “Confidential.” For example, the production media/container for native  
19 files or productions may be designated as “Confidential.” The failure to designate  
20 any Confidential Material with such legend shall not constitute a waiver by any Party  
21 or producing non-party of the right to assert that such Information contains or includes  
22 protected Confidential Material. In the event that any Party or non-party produces  
23 Confidential Material without designating it as such, any Party or non-party may  
24 notify the receiving Parties that the Information should have been designated  
25 Confidential Material, and the Parties will treat the Information as Confidential  
26 Material under this Protective Order. Confidential Material shall only mean and shall  
27 be limited to the Information produced in this Lawsuit marked with a Bates Stamp  
28 number or otherwise designated as “Confidential.” In the event a Party obtains a

1 duplicate copy of Confidential Material produced in discovery in this Lawsuit from a  
2 publicly available source, the Party acquiring the Confidential Material shall not be  
3 required to comply with the terms of this Order regarding the use of the duplicate  
4 Confidential Material, and the use of such duplicate Confidential Material shall not  
5 be subject to the provisions of this Order.

6       **4. Depositions.** Unless all parties agree on the record at the time the  
7 deposition testimony is taken, all deposition testimony taken in this case shall be  
8 treated as Confidential Material until the expiration of the following: No later than  
9 the fourteenth day after the transcript is delivered to any party or the witness, and in  
10 no event later than 60 days after the testimony was given. Within this time period, a  
11 party may serve a Notice of Designation to all parties of record as to specific portions  
12 of the testimony that are designated Confidential Material, and thereafter only those  
13 portions identified in the Notice of Designation shall be protected by the terms of this  
14 Order. The failure to serve a timely Notice of Designation shall waive any designation  
15 of testimony taken in that deposition as Confidential Material, unless otherwise  
16 ordered by the Court.

17       **5. Protection of Confidential Material.**

18       **(a) General Protections.** Confidential Material shall not be used or  
19 disclosed by the parties, counsel for the parties or any other persons identified  
20 in subparagraph (b) for any purpose whatsoever other than in this litigation,  
21 including any appeal thereof. The transmission of Confidential Information  
22 between the FDIC-R and other government agencies, including, but not limited  
23 to, the FDIC acting in its various other capacities, shall not constitute disclosure  
24 for purposes of this Order.

25       **(b) Limited Third-Party Disclosures.** The parties and counsel for  
26 the parties shall not disclose or permit the disclosure of any Confidential  
27 Material to any third person or entity except as set forth in subparagraphs (1)-  
28 (9). Subject to these requirements, the following categories of persons may be

1 allowed to review Confidential Material after being informed of the terms of  
2 this Order:

3 (1) Counsel for the parties and employees of counsel who have  
4 responsibility for the action;

5 (2) Individual parties and employees of a party but only to the  
6 extent counsel determines in good faith that the employee's assistance is  
7 reasonably necessary to the conduct of the litigation in which the  
8 information is disclosed;

9 (3) The Court and its personnel;

10 (4) Any mediator appointed by the Court or the Parties, and  
11 persons employed by him or her;

12 (5) Court reporters and recorders engaged for depositions;

13 (6) Those persons specifically engaged for the limited purpose  
14 of making copies of documents or organizing or processing documents,  
15 including outside vendors hired to process electronically stored  
16 documents;

17 (7) Consultants, investigators, or experts employed by the  
18 parties or counsel for the parties to assist in the preparation and trial of  
19 this action but only after such persons have completed the certification  
20 contained in Attachment A, Acknowledgment of Understanding and  
21 Agreement to Be Bound;

22 (8) During their depositions, witnesses and their counsel in this  
23 action to whom disclosure is reasonably necessary. Witnesses shall not  
24 retain a copy of documents containing Confidential Information, except  
25 witnesses may receive a copy of all exhibits marked at their depositions  
26 in connection with review of the transcripts. Pages of transcribed  
27 deposition testimony or exhibits to depositions that are designated as  
28 Confidential Information pursuant to the process set out in this Order



1 must be separately bound by the court reporter and may not be disclosed  
2 to anyone except as permitted under this Order.

3 (9) The author or recipient of the document (not including a  
4 person who received the document in the course of litigation); and

5 (10) Other persons only by written consent of the producing  
6 party or upon order of the Court and on such conditions as may be agreed  
7 or ordered.

8 (c) **Control of Documents.** Counsel for the parties shall make  
9 reasonable efforts to prevent unauthorized disclosure of Confidential Material.  
10 Counsel shall maintain the originals of the forms signed by persons  
11 acknowledging their obligations under this Order for a period of three years  
12 after the termination of the case.

13 **6. Failure to Designate.** A failure to designate a document as Confidential  
14 Material does not, standing alone, waive the right to so designate the document;  
15 provided, however, that a failure to serve a timely Notice of Designation of deposition  
16 testimony as required by this Order does waive any protection for deposition  
17 testimony. If a party designates a document as Confidential Material after it was  
18 initially produced, the receiving party, on notification of the designation, must make  
19 a reasonable effort to assure that the document is treated in accordance with the  
20 provisions of this Order. No party shall be found to have violated this Order for failing  
21 to maintain the confidentiality of material during a time when that material has not  
22 been designated Confidential Material, even where the material is subsequently  
23 designated Confidential Information.

24 **7. Filing of Confidential Material.** This Order does not, by itself,  
25 authorize the filing of any document under seal. Any party wishing to file a document  
26 designated as Confidential Information in connection with a motion, brief or other  
27 submission to the Court must comply with applicable local rules.  
28



1           **8. No Greater Protection of Specific Documents.** Except on privilege  
2 grounds not addressed by this Order, no party may withhold information from  
3 discovery on the ground that it requires protection greater than that afforded by this  
4 Order unless the party moves for an order providing such special protection.

5           **9. Challenges by a Party to Designation as Confidential Material.** The  
6 designation of any material or document as Confidential Material is subject to  
7 challenge by any party. The following procedure shall apply to any such challenge.

8                   **(a) Meet and Confer.** A party challenging the designation of  
9 Confidential Information must do so in good faith and must begin the process  
10 by conferring directly with counsel for the designating party. In conferring, the  
11 challenging party must explain the basis for its belief that the confidentiality  
12 designation was not proper and must give the designating party an opportunity  
13 to review the designated material, to reconsider the designation, and, if no  
14 change in designation is offered, to explain the basis for the designation. The  
15 designating party must respond to the challenge within five (5) business days.

16                   **(b) Judicial Intervention.** A party that elects to challenge a  
17 confidentiality designation may file and serve a motion that identifies the  
18 challenged material and sets forth in detail the basis for the challenge. Each  
19 such motion must be accompanied by a competent declaration that affirms that  
20 the movant has complied with the meet and confer requirements of this  
21 procedure. The burden of persuasion in any such challenge proceeding shall  
22 be on the designating party. Until the Court rules on the challenge, all parties  
23 shall continue to treat the materials as Confidential Material under the terms of  
24 this Order.

25           **10. Action by the Court.** Applications to the Court for an order relating to  
26 materials or documents designated as Confidential Material may be raised informally  
27 or by motion. Nothing in this Order or any action or agreement of a party under this  
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1 Order limits the Court's power to make orders concerning the disclosure of documents  
2 produced in discovery or at trial.

3 **11. Use of Confidential Documents or Information at Trial.** Nothing in  
4 this Order shall be construed to affect the use of any document, material, or  
5 information at any trial or hearing. A party that intends to present or that anticipates  
6 that another party may present Confidential Material at a hearing or trial shall bring  
7 that issue to the Court's and parties' attention by motion or in a pretrial memorandum  
8 without disclosing the Confidential Material. The Court may thereafter make such  
9 orders as are necessary to govern the use of such documents or information at trial.

10 **12. Confidential Material Subpoenaed or Ordered Produced in Other**  
11 **Civil Litigation.**

12 (a) If a receiving party is served with a subpoena or an order issued in  
13 other civil litigation that would compel disclosure of any material or document  
14 designated in this action as Confidential Material, the receiving party must so  
15 notify the designating party, in writing, immediately and in no event more than  
16 three court days after receiving the subpoena or order. Such notification must  
17 include a copy of the subpoena or court order.

18 (b) The receiving party also must immediately inform in writing the  
19 party who caused the subpoena or order to issue in the other civil litigation that  
20 some or all of the material covered by the subpoena or order is the subject of  
21 this Order. In addition, the receiving party must deliver a copy of this Order  
22 promptly to the party in the other action that caused the subpoena to issue.

23 (c) The purpose of imposing these duties is to alert the interested  
24 persons to the existence of this Order and to afford the designating party in this  
25 case an opportunity to try to protect its Confidential Information in the court  
26 from which the subpoena or order issued. The designating party shall bear the  
27 burden and the expense of seeking protection in that court of its Confidential  
28 Material, and nothing in these provisions should be construed as authorizing or

1 encouraging a receiving party in this action to disobey a lawful directive from  
2 another court. The obligations set forth in this paragraph remain in effect while  
3 the party has in its possession, custody or control Confidential Material  
4 produced by the designating party.

5 **13. Confidential Information Subpoenaed or Ordered Produced**  
6 **Pursuant to Criminal Investigation and/or Prosecution.** Notwithstanding any  
7 other provision of this Order, if a receiving party is served with a warrant, writ, grand  
8 jury subpoena, or criminal subpoena, the receiving party shall comply with that  
9 warrant, writ, grand jury subpoena, or criminal subpoena without further notification  
10 to any other party.

11 **14. Disclosure of Non-Party Borrower Information.** To the extent any  
12 federal or state law or other legal authority governing the disclosure or use of non-  
13 party borrower Information (“Non-Party Borrower Information Law”) permits  
14 disclosure of such Information pursuant to an order of a court, this Order shall  
15 constitute compliance with such requirement. To the extent any Non-Party Borrower  
16 Information Law requires a producing party or non-party to obtain a court-ordered  
17 subpoena or give notice to or obtain consent, in any form or manner, from any person  
18 or entity before disclosure of any Non-Party Borrower Information, the Court finds  
19 that, in view of the protections provided for the Information disclosed in this Order,  
20 the volume of documents to be produced and the ongoing oversight of the Court, there  
21 is good cause to excuse such requirement, and this Order shall constitute an express  
22 direction that the producing Party or non-party is exempted from obtaining a court-  
23 ordered subpoena or having to notify and/or obtain consent from any person or entity  
24 prior to the disclosure of Non-Party Borrower Information in the Action. To the  
25 extent that any Non-Party Borrower Information Law requires that any person or  
26 entity be notified prior to disclosure of Non-Party Borrower Information except where  
27 such notice is prohibited by court order, the Court directs that, in view of the  
28 protections provided for the Information disclosed in this Order, the volume of

1 documents to be produced and the ongoing oversight of the Court, producing Parties  
2 or non-parties are explicitly prohibited from providing such notice in the Action;  
3 provided, however, that this Order shall not prohibit any producing Party or non-party  
4 from contacting any person or entity for any other purpose. Any producing Party or  
5 non-party may seek additional orders from this Court that such Party or non-party  
6 believes may be necessary to comply with any Non-Party Borrower Information Law.

7 **15. Reservation of Rights.** Nothing in this Protective Order confers upon  
8 the Parties any further right or access to Confidential Material not provided by the  
9 other Parties, including but not limited to any Information a Party or non-party  
10 withholds on the basis of any applicable privilege or immunity, regardless of whether  
11 such withheld Information may otherwise qualify as Confidential Material if  
12 produced rather than withheld. With respect to Confidential Material requested or  
13 produced, each Party reserves its rights under this Protective Order, and otherwise  
14 under law. Any Confidential Material withheld on this basis or any other basis must  
15 be identified on a privilege log to be provided by the Party or non-party asserting the  
16 privilege or other protection within two weeks of the date the Confidential Material  
17 would have been produced had it not been privileged or otherwise protected from  
18 disclosure.

19 **16. Obligations on Conclusion of Litigation.**

20 **(a) Order Continues in Force.** Unless otherwise agreed or ordered,  
21 this Order shall remain in force after dismissal or entry of final judgment not  
22 subject to further appeal.

23 **(b) Obligations at Conclusion of Litigation.** Within sixty (60) days  
24 of the conclusion of this action (meaning final judgment and exhaustion of all  
25 appeals or a final settlement of all claims), all Parties in receipt of Confidential  
26 Material shall use commercially reasonable efforts to either return such  
27 materials and copies thereof to the producing Party or destroy such materials  
28 and certify that fact unless the Confidential Material has been offered into

1 evidence or filed without restriction as to disclosure. The receiving Party's  
2 commercially reasonable efforts shall not require the return or destruction of  
3 Confidential Material that (i) is stored on backup storage media made in  
4 accordance with regular data backup procedures for disaster recovery purposes,  
5 (ii) is located in the email archive system or archived electronic files of departed  
6 employees, or (iii) is subject to legal hold obligations. Backup storage media  
7 will not be restored for purposes of returning or certifying destruction of  
8 Confidential Material but such retained information shall continue to be treated  
9 in accordance with this Protective Order. Counsel of record shall also be  
10 permitted to keep a copy of Confidential Material to the extent that it is  
11 incorporated into any pleadings, motions or other attorney work product. In  
12 that case, counsel of record shall continue to treat the Confidential Material in  
13 accordance with this Protective Order. Upon request, counsel of record shall  
14 certify in writing that they have complied with this paragraph.

15 **17. Order Subject to Modification.** This Order shall be subject to  
16 modification by the Court on its own initiative or on motion of a party or any other  
17 person with standing concerning the subject matter.

18 **18. No Prior Judicial Determination.** This Order is entered based on the  
19 representations and agreements of the parties and for the purpose of facilitating  
20 discovery. Nothing herein shall be construed or presented as a judicial determination  
21 that any document or material designated Confidential Material by counsel or the  
22 parties is entitled to protection under Rule 26(c) of the Federal Rules of Civil  
23 Procedure or otherwise until such time as the Court may rule on a specific document  
24 or issue.

25 **19. No Waiver of Privileges.** Pursuant to Federal Rule of Evidence 502(d),  
26 the production of Confidential Material that is subject to the attorney-client privilege,  
27 work product doctrine, or other claimed privileges, doctrines, exemptions, or  
28 restrictions that the producing Party or non-party might cite in good faith as a basis

1 for withholding such Confidential Material from production to any other party shall  
2 not be deemed, and shall not constitute, in this or any other federal or state proceeding,  
3 a waiver of any otherwise applicable privilege or protection. The Parties shall not  
4 have to meet the requirements of Federal Rule of Evidence 502(b)(1)-(3). With  
5 respect to the FDIC, in any of its capacities, these privileges include, but are not  
6 limited to, any privilege that WaMu may have had or any federal or state regulatory  
7 agency may hold. The Parties' production of Confidential Material is not intended  
8 to, and shall not, waive or diminish in any way the confidentiality of such material or  
9 its continued protection under the attorney-client privilege, work product doctrine, or  
10 any applicable privilege as to any other non-party.

11 Furthermore, in the event that a Party or non-party produces attorney-client  
12 privileged or otherwise privileged Information, or other Information protected by law  
13 from disclosure even under a Protective Order, and if the Party or non-party  
14 subsequently notifies the receiving Party or non-party that the privileged Information  
15 should not have been produced, the receiving Party or non-party shall immediately  
16 return the originals and all copies of the produced privileged Information. If a party  
17 withholds any information on the basis of Privilege, it shall provide a categorical  
18 privilege log. The Parties agree that FDIC-R is not required to provide any kind of  
19 identification of the documents withheld from production as protected by the Bank  
20 Secrecy Act. Nothing in this Protective Order shall prevent FDIC from using any  
21 Confidential Material that it produces to any Party or non-party in any of FDIC's  
22 capacities for any lawful purposes.

23 **20. Binding Effect; Assignment.** This Protective Order shall be binding  
24 upon and insure to the benefit of the Parties and non-parties hereto, their affiliates,  
25 their representatives, and their respective successors or assigns. No Party may assign  
26 any right or delegate any duty under this Protective Order other than to an affiliate  
27 without the other Party's prior written consent.  
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1       **21. Remedies.** To enforce rights under this Protective Order or in the event  
 2 of an alleged violation of this Protective Order, the Parties and/or any producing non-  
 3 party shall first seek to resolve the alleged violation through prompt and reasonable  
 4 discussion. In the event such efforts fail to promptly resolve the alleged violation, the  
 5 Parties and/or any producing non-party reserve the right to seek relief from the Court  
 6 in the Lawsuit for money damages, injunctive relief, or any other relief as appropriate.

7       **22. Notice.** All notices required to be given under the Protective Order shall  
 8 be in writing and delivered to the addresses set forth below or their designated  
 9 successor counsel of record, if any. Notice shall be sent by overnight delivery or  
 10 registered or certified mail, return receipt requested, and by e-mail, and shall be  
 11 considered delivered and effective three days after mailing.

12 IT IS SO STIPULATED THROUGH COUNSEL OF RECORD.

13 Dated: December 5, 2023

14 s/ Paul A. Levin

15 Signature

16 Paul A. Levin  
 17 Mark Migdal & Hayden  
 18 11150 Santa Monica Blvd.  
 19 Suite 1670  
 Los Angeles, California 90025

s/ Philip R. Stein

Signature

Philip R. Stein  
 Bilzin Sumberg Baena Price & Axelrod  
 1450 Brickell Avenue  
 Suite 2300  
 Miami, Florida 33131

20 Pursuant to Civil L.R. 5-4.3.4(a)(2)(i), the filer attests that all other signatories listed,  
 21 and on whose behalf this filing is submitted, concur in the filing's content and have  
 22 authorized the filing.

s/ Paul A. Levin

Paul A. Levin

24 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: December 6, 2023

Karen E. Scott

Hon. Karen E. Scott

United States Magistrate Judge



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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

FEDERAL DEPOSIT INSURANCE  
CORPORATION AS RECEIVER  
FOR WASHINGTON MUTUAL  
BANK,

Plaintiff,

vs.

FREEDOM MORTGAGE  
CORPORATION,

Defendant.

Case No. 8:23-cv-01359-FWS-KES

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT  
TO AGREED PROTECTIVE ORDER**

The undersigned hereby acknowledges that he/she has read the Agreed Protective Order dated \_\_\_\_\_ in the above-captioned action and attached hereto, understands the terms thereof, and agrees to be bound by its terms. The undersigned submits to the jurisdiction of the United States District Court for the Central District of California in matters relating to the Agreed Protective Order and understands that the terms of the Agreed Protective Order obligate him/her to use materials designated as Confidential Material in accordance with the Order solely for the purposes of the above captioned action, and not to disclose any such Confidential Material to any other person, firm or concern.

The undersigned acknowledges that violation of the Agreed Protective Order may result in penalties for contempt of court.

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Employer: \_\_\_\_\_

Address: \_\_\_\_\_

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Date: \_\_\_\_\_

Signature: \_\_\_\_\_